Embassy of the United States of America



Riyadh, Saudi Arabia August 29, 2016

To: Prospective Bidders

Subject: Request for Proposal Number SSA70016Q0023 Translation and Interpretation Services for Professional Presentation Skills Workshop.

Enclosed is a Request for Quotation (RFQ) for Translation and Interpretation Services. If you would like to submit a quotation, follow the instructions in Section -1 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract to the responsible company submitting a technically acceptable proposal at the lowest price. We intend to award a contract based on initial submission, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Your proposal must be submitted in a sealed envelope marked "Quotation Enclosed" For Translation and Interpretation Services of the Embassy of the United States of America in Riyadh, Saudi Arabia on or before 1700 hours, Thursday, September 08, 2016. No proposal will be accepted after this time.

In order for a proposal to be considered, you must also complete and submit the following:

- 1. SF-1449
- 2. Section 1, Block 23
- 3. Section 5, Representations and Certifications;
- 4. Additional information as required in Section 3.

Direct any questions regarding this solicitation by email: <u>RiyadhContracting@state.gov</u> should be submitted on or before 1700 hours Thursday, September 01, 2016.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussion, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Edward M. Quinn Contracting Officer

SOLICITATION DOCUMENT



Translation and Interpretation Services
For Professional Presentation Skills Workshop
Embassy of the United States of America
Riyadh, Saudi Arabia

CONTRACT No. SSA70016Q0023

Embassy of the United States of America

P.O. Box 94309 Riyadh 11693 Saudi Arabia

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Exhibit A

Preventing Trafficking In Persons

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1.1	REQUISITION NU PR5638489	JMBER	PAGE 3 OF 54			
2. CONTRACT NO.		3. AWARD/EFFECTIVE	DATE 4.	ORDER NUMI	BER	5. 3	SOLICITATION N SSA700160			ON ISSUE DATE 29, 2016
7. FOR SOLICITATION INFORMATION CALL a. NAME Edward M. Quinn, Contracting Collowed M. Solicitation			()	\mathcal{L}	call	relephone num s) +966-11-488-3		8. OFFER DUE TIME 1700 Ho Septem		
9. ISSUED BY		CODE	,	10. THIS	ACQUISITIO	N IS	11. DELIVERY	FOR FOB	12. DISCOUNT T	ERMS
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Tel: +966-11-488 Fax: +966-11-488 Riyadhcontracting	3-7939				HUBZONE SM BUSINESS	IALL	☐ 13a. THIS (CONTRACT IS A I UNDE	RATED ORDER ER DPAS (15 CFR	700)
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15. DELIVER TO		CODE		16. ADM	INISTERED E	Y			CODE	
U.S. Embassy, Ri	yadh, Saudi Ar	abia		Same a	s block # 9	, above				
17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE		18a. PAY	MENT WILL	BE MADE	ВҮ		CODE	
TELEPHONE NO				Em	ancial Mar bassy of th adh, Saudi	e United	ter States of Ameri	ica		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						TO ADDRESS CHECKED	SHOWN IN E		NLESS	
19. ITEM NO.	S	20. CHEDULE OF SUPPL	IES/SERVIO	CES		ll. NTITY	22. UNIT	23. UNIT PRIC SAR	E AMO	24. OUNT SAR
1.	interpretation Skills Work English to the	ctor shall provide trans on services for the Proshop from English to the Embassy of the Un Gaudi Arabia.	ofessional For Arabic and	Presentation d Arabic to						
		rformance: October 08 se and/or Attach Additi	,	,						
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AW	ARD AMOUNT	(For Govt. Use Only)
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.					IED.					
COPIES TO ISSU ITEMS SET FOR	☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ☐ 29. AWARD OF CONTRACT: REF. ☐ OFFER COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. ☐ 29. AWARD OF CONTRACT: REF. ☐ OFFER DATED ☐ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					CITATION ANGES WHICH				
30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					CER)					
30b. NAME AND T	ITLE OF SIGNER	(TYPE OR PRINT)	30c. DATE SI	GNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Edward M. Quinn 31c. DATE SIGNED			SIGNED		
ALITHODI	AUTHORIZED FOR LOCAL REPRODUCTION CTANDARD FORM 1440 (REV. 1906). PREMIQUIS EDITION IS NOT US AND F									

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	The Contractor shall Translate written course materials from English to Gulf Arabic, using the same format as materials provided, typically in Microsoft Word or PowerPoint.	15	Page		
2	The Contractor shall Perform simultaneous or consecutive interpretation during 10 program days, for up to 6 hours per day.	60	Hour		
3	Interpreters meet with the presenters and host organization prior to the training.	02	Hour		
	Grand Total				

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFP NUMBER SSA70016Q0023 PRICES BLOCK 23

SECTION 1 - SUPPLIES OR SERVICES AND PRICES/COSTS

1. SCOPE OF SERVICES

The Contractor shall provide two female interpreters with a minimum of two years of simultaneous translation experience in Saudi Arabia, with demonstrable fluency in the Saudi Arabic dialect and who have conducted simultaneous translation services for governmental institutions in the past year. Interpreters who are not Saudi nationals must be current legal residents of the Kingdom of Saudi Arabia and have the legal ability to work in the Kingdom. The services rendered must meet the requirements outlined in section-1 of this document.

2. TYPE OF CONTRACT

This is a firm-fixed-price contract for interpretation and translation services from notice to proceed to Tuesday, October 25. The Contractor shall perform all work required in Section 1. Rates are listed as "per hour" for interpretation services and "per page" for translation services. The rates stated in this contract shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

3. PRICING

The Contractor shall perform the work, including furnishing all labor, material and services required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit. All prices are in Saudi Riyals.

3.1. The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

3.2. <u>Interpreter and Document Translation Services:</u>

PRICES – for Translation and Interpreting Services					
Item Number	Item Description	Unit Price SAR	Unit of Measure	Quantity	Total SAR
1	Translate written course materials from English to Gulf Arabic, using the same format as materials provided, typically in Microsoft Word or PowerPoint.		Page	15	
2	Perform simultaneous or consecutive interpretation during 10 program days, for up to 6 hours per day.		Hour	60	
3	Interpreters meet with the presenters and host organization prior to the training.		Hour	2	
TOTAL CO	OST (SAR)				

3.3. Optional Interpreter and Document Translation Services:

PRICES -	for Translation and Interpret	ing Services			
Item Number	Item Description	Unit Price SAR	Unit of Measure	Estimated Quantity	Total SAR
1	Translate written course materials from English to Gulf Arabic, using the same format as materials provided, typically in Microsoft Word or PowerPoint.		Page	10	
2	Perform simultaneous or consecutive interpretation services beyond the 6-hour time period.		Hour	20	
3	Interpreters meet with the presenters and host organization prior to the training.		Hour	2	
TOTAL ES	STIMATED COST (SAR)				

CONTINUATION TO SF-1449, RFP NUMBER *SSA70016Q0019* SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

SECTION 1 – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. <u>SUMMARY OF WORK REQUIREMENTS</u>

The Contractor shall provide two female interpreters with a minimum of two years of simultaneous translation experience in Saudi Arabia, with demonstrable fluency in the Saudi Arabic dialect and who have conducted simultaneous translation services for the governmental institutions in the past year. Interpreters who are not Saudi nationals must be current legal residents of the Kingdom of Saudi Arabia and have the legal ability to work in the Kingdom.

The Contractor shall provide interpreters for the following purposes:

- 1.2. Translate course materials from English to Gulf Arabic, using the same format as materials provided, typically in Microsoft Word or PowerPoint. A typical page will not exceed 250 words. The Contractor shall not publish any documents to the internet. The Contractor shall have the capacity to translate up to 20 pages per day.
- 1.3. Perform simultaneous or consecutive interpretation from English to Arabic and from Arabic to English in a variety of settings, which may include, but is not limited to, events in a conference room, auditorium, or other open area with one or more principal speakers and/or interactions with multiple participants. Interpreters will be required to interpret training workshops which consist of presentations and a variety of other activities and interactions, to include English to Arabic translation of presentation of course material and Arabic to English and English to Arabic interaction between participants and instructors to facilitate understanding of the material. The Contractor will be required to provide specialized equipment for these events as outlined in Attachment 2. Any inadequacy or failure of such equipment must not stop the interpreters and translators from making a good faith effort to interpret at such events.

2. FORMAL SIMULTANEOUS TRANSLATION

2.1 Interpret from and into English and Arabic, possibly using the consecutive and the simultaneous technique, in structured or unstructured settings, in private or in public, with high level officials on difficult or sensitive assignments, using a wide range of standard and non-standard terminology, for official or unofficial statements. The Interpreters shall perform instant analysis in order to understand correctly the substance of the words and information to be interpreted, including attention to detail and nuances. The Interpreters shall adapt to constantly changing circumstances, personalities, and work environments.

- 2.2. Display fluent spoken and written English and Arabic, covering a wide range of terminology in many fields, as well as thorough knowledge of the government, history, and culture of the United States and of the cultural differences between the languages. The Interpreters shall also possess sufficient specialized knowledge to be able to handle, with personal research and/or topical briefings by the Government, any technical subject of high complexity, and be able to bridge terminology gaps, incongruent methodologies, different measurement systems, and similar disparities.
- 2.3. Perform interpreting with clarity, accuracy, and professional, poised delivery. The Interpreters shall perform interpreting services with the desired tenor of a public statement or the goals to be reached in a negotiation.
- 2.4. Trace, analyze, and define previously unknown concepts and theories, developing equally sophisticated counterparts that have the equivalent meaning and impact in a different cultural environment.

3. LOGISTICS

3.1 Date, Time, and Location. The Contractor shall provide interpreting services on the following day (dates), time(s), event(s) and location(s):

<u>Date</u>	Start Time	End Time	Location
Saturday, October 8, 2016	8:30 AM	3:30 PM	Qassim, Saudi Arabia
Sunday, October 9, 2016	8:30 AM	3:30 PM	Qassim, Saudi Arabia
Monday, October 10, 2016	8:30 AM	3:30 PM	Qassim, Saudi Arabia
Tuesday, October 11, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Wednesday, October 12, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Thursday, October 13, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Saturday, October 22, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Sunday, October 23, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Monday, October 24, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Tuesday, October 25, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia

- 3.2 . Transportation: The Contractor is responsible for transportation to and from all locations and events in the Kingdom of Saudi Arabia.
- 3.3. Translations may be performed at Contractor facilities. Translated document must not be published on any website. All source and translated documents are the property of the government and may not be distributed or used for any purpose except for that which is expressly authorized by the Department of State.
- 3.4. Equipment. The Government shall supply the materials and equipment listed at Attachment 1, and the Contractor shall supply the materials and equipment listed at Attachment 2

4. INSTRUCTIONS

The Contractor shall provide two female (audience members are all female) interpreters each day of the program, one to stand with the Presenter, simultaneously translating any questions or comments from the audience, and one to simultaneously translate the presentations from a booth for the audience. Program materials in English will be provided to the interpreters in advance for translation into Gulf Arabic, to be completed no later than Thursday, September 29. The interpreters will also be required to meet with the presenters and host organization prior to the training no later than Friday, October 7, for a minimum of two hours to review program content and materials.

5. ADMINISTRATIVE RECORDS

The Contractor shall maintain administrative files, which shall at a minimum include time and attendance records for all employees furnished under the contract. The COR is authorized to examine the Contractor's administrative files. Daily time and attendance records shall be maintained and may be reviewed as required by the COR.

6. <u>INSPECTION BY GOVERNMENT:</u>

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

<u>CLAUSE</u> <u>TITLE AND DATE</u>

- 52.246-6 INSPECTION—TIME AND MATERIAL AND LABOR HOUR (MAY 2001)
- 6.1. QUALITY <u>ASSURANCE AND SURVEILLANCE PLAN (QASP)</u>. This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the

Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
Services Performs all interpreting services set forth in the Performance Work Statement (PWS).	1. thru 5.	All required services are performed and no more than two (2) customer complaints are received per day.

- 6.2. Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- 6.3. Standard. The performance standard is that the Government receives no more than two (2) customer complaints per day. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-6, Inspection Time and Material and Labor-Hour (MAY 2001), if any of the services exceed the standard.

6.4. Procedures

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

7. STANDARDS OF CONDUCT

- (a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- (b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms.
- (c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- (d) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (e) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
 - -- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
 - -- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
 - -- Unethical or improper use of official authority or credentials;
 - -- Security violations; or,
 - -- Organizing or participating in gambling in any form.
- (f) Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personnel

affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the work site security.

8. <u>PERSONNEL HEALTH REQUIREMENTS</u>

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

9. LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

- (a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.
- (b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, and premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of these costs and must include them in the fixed prices in this contract.
- (e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

10. ORDERING OFFICIAL

The designated ordering individual under FAR 52.216-18 is the Contracting Officer.

11. DEFINITIONS

"Calendar Day" means the twenty-four hour period from midnight to midnight. Sunday, Thursday and all holidays are considered calendar days.

"Client" means all United States mission personnel for whom the required services are to be rendered.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section-2 of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

1. DELIVERIES AND PERFORMANCE

Performance shall be completed by the dates indicated below, with the following deliverables:

<u>Deliverable</u>	Due Date
Confirmation of Interpreter names and identification (2 primary and 2 alternate)	Thursday, September 22, 2016
Specifications of equipment the Contractor will provide	Thursday, September 22, 2016
Translation of written materials	Thursday, September 29, 2016

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

CLAUSE TITLE AND DATE

52.242-15 STOP-WORK ORDER (AUG 1989)

1. SPECIAL CONTRACT REQUIREMENTS

1.2 PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract.

1.3 <u>RELEASE OF INFORMATION</u>

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

1.3 STANDARDS OF CONDUCT

The Contractor shall maintain satisfactory standards of competency, conduct, cleanliness, appearance and integrity. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves and the United States Government. Interpreters must at all times use politeness and courtesy in the course of their duties.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (MAY 2015), is incorporated by reference (see SF-1449, Block 27A)

- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2015)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___(5) [Reserved]
- ____(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
 - (ii) Alternate I (Nov 2011) of 52.219-3.
- ____(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(ii) Alternate I (I. 2011) - 652 210 4
(ii) Alternate I (Jan 2011) of 52.219-4.
(13) [Reserved]
(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
(ii) Alternate I (Nov 2011).
(iii) Alternate II (Nov 2011).
(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C.
644).
(ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
(16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C.
637(d)(2) and (3)).
(17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637
(d)(4)).
(ii) Alternate I (Oct 2001) of 52.219-9.
(iii) Alternate II (Oct 2001) of 52.219-9.
(iv) Alternate III (Oct 2015) of 52.219-9.
(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C.
637(d)(4)(F)(i)).
(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-
Aside (Nov 2011) (15 U.S.C. 657f).
(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15
U.S.C. 632(a)(2)).
(23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-
Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB)
Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan
2014) (E.O. 13126).
(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
(29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29
U.S.C. 793).
,
(31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations
Act (Dec 2010) (E.O. 13496).
(33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter
78 and E.O. 13627).
(ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not
applicable to the acquisition of commercially available off-the-shelf items or certain other
types of commercial items as prescribed in 22.1803.)
(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-
Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the
acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514 ___ (ii) Alternate I (Oct 2015) of 52.223-13. (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-14. (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16. (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513). (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83). (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43). ___ (ii) Alternate I (May 2014) of 52.225-3. (iii) Alternate II (May 2014) of 52.225-3. (iv) Alternate III (May 2014) of 52.225-3. (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42) U.S.C. 5150). (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)). (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). (50) 52.232-33. Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332). ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). ____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). (ii) Alternate I (Apr 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- ____(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ____(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ____(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ____(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ____(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of

- this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67) (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to

- "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".
- Alternate II (Oct 2015). As prescribed in $\underline{12.301}$ (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:
- (d)
- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the
- extent of the flow down shall be as required by the clause—
- (A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.219–8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (E) 52.222–26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (J) ____ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (K) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (L) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order

12989).

- (N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E. O. 13658).
- (O) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.
- (P) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

[Class Deviation- 2013-O0019, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on Sep 25, 2013, and remains in effect for five years, or until otherwise rescinded.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	TITLE AND DATE
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13 2013)	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Designated Billing Office Embassy of the United States of America P.O. Box 94309 Riyadh- 11693, Kingdom of Saudi Arabia Tel: +966-11-488-3800 Ext. 4366, 4557 Email: RIYADHDBO@STATE.GOV

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days* as holidays:

New Year's Day, Thursday, December 01, 2015 Martin Luther King's Birthday, Sunday, January 17, 2016 Washington's Birthday, Sunday, February 14, 2016 Memorial Day, Sunday, May 29, 2016 Independence Day, Sunday, July 4, 2016 Labor Day, Sunday, September 4, 2016 Columbus Day, Sunday, October 9, 2016 Veterans Day, Thursday, November 10, 2016 Thanksgiving Day, Thursday, November 24, 2016 Christmas Day, Sunday, December 25, 2016

Local Holidays:

*Eid-al-Fitr/Ramadan1436H, Sunday-Tuesday, July 5-11, 2016 *Eid-al-Adha/Hajj1436H, Tuesday- Sunday, September 11-15, 2016

*Saudi National Day, Thursday, September 22, 2016

(b) When any such day falls on a Thursday or Friday, the following Sunday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

The COR for this contract is Kevin M. Phillips, Contracting Officer

- 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)
- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a

^{*}Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
 - (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
 - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may

be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
 - (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

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The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 - SOLICITATION PROVISIONS

<u>Instructions to Offeror</u>: Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

- A. <u>Summary of Instructions</u>. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- 1. List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Kingdom of Saudi Arabia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

- 3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- 4. The offeror's strategic plan for Translation and/or Interpretation services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s),
 - **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
 - a copy of the Certificate of Insurance, or
 - a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
 - Company brochure
 - Technical Proposal
 - Client List
 - Financial Statement

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or

does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Debra L. Smoker-Ali at telephone +966-11-488-3800 and fax +966-11-488-7939. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

> Acquisition Ombudsman U.S. Department of State A/OPE SA-15, Room 1060 Washington, DC 20522-1510

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
- (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
- (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2015)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- "Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.
- "Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.
- "Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
- "Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—
- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

- "Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. Sensitive technology—
- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- "Service-disabled veteran-owned small business concern"—
- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
- "Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--
- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR

124.104(c)(2); and

- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
- "Subsidiary" means an entity in which more than 50 percent of the entity is owned—
- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.
- "Veteran-owned small business concern" means a small business concern—
- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- "Women-owned small business concern" means a small business concern --
- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.
- (b)
- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs . [Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]
- (c) Offerors must complete the following representations when the resulting contract is to

be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it [] is, [] is
not a small business concern.
(2) Veteran-owned small business concern. [Complete only if the offeror represented
itself as a small business concern in paragraph (c)(1) of this provision.] The offeror
represents as part of its offer that it [] is, [] is not a veteran-owned small business
concern.
(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror
represented itself as a veteran-owned small business concern in paragraph (c)(2) of this
provision.] The offeror represents as part of its offer that it [_] is, [_] is not a service-
disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented itself
as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents
that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR
124.1002.
(5) Women-owned small business concern. [Complete only if the offeror represented
itself as a small business concern in paragraph (c)(1) of this provision.] The offeror
represents that it [] is, [] is not a women-owned small business concern.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed
the simplified acquisition threshold.
(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror
represented itself as a women-owned small business concern in paragraph (c)(5) of this
provision.] The offeror represents that—
(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided
all the required documents to the WOSB Repository, and no change in circumstances or
adverse decisions have been issued that affects its eligibility; and
(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part
127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each
WOSB concern eligible under the WOSB Program participating in the joint venture. [The
offeror shall enter the name or names of the WOSB concern eligible under the WOSB
Program and other small businesses that are participating in the joint venture:
] Each WOSB concern eligible under the WOSB Program participating in the
joint venture shall submit a separate signed copy of the WOSB representation.
(7) Economically disadvantaged women-owned small business (EDWOSB) concern.
[Complete only if the offeror represented itself as a WOSB concern eligible under the
WOSB Program in (c)(6) of this provision.] The offeror represents that—
(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to
the WOSB Repository, and no change in circumstances or adverse decisions have been
issued that affects its eligibility; and
(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part
127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each
EDWOSB concern participating in the joint venture. [The offeror shall enter the name or
names of the EDWOSB concern and other small businesses that are participating in the
joint venture:] Each EDWOSB concern participating in the joint venture
shall submit a separate signed copy of the EDWOSB representation.
(8) Women-owned business concern (other than small business concern). [Complete only
if the offeror is a women-owned business concern and did not represent itself as a small
business concern in paragraph (c)(1) of this provision.] The offeror represents that it [_]

is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ... Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation. (d) Representations required to implement provisions of Executive Order 11246 --(1) Previous contracts and compliance. The offeror represents that --(i) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and (ii) It [] has, [] has not, filed all required compliance reports. (2) Affirmative Action Compliance. The offeror represents that --(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made. (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.) (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror

has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Produ	gn End Products	oducts	P	End	eign	Fore	(2)
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LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)
- (1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item

	agraph (2) of the definition of "domestic end
product."	
Other Foreign End Products:	
LINE ITEM NO.	COUNTRY OF ORIGIN
	,
[List as necessary]	t total at the s
(iv) The Government will evaluate offers in of FAR Part 25.	accordance with the policies and procedures
	Ignacli Trada Act Contificato Alternata I If
Alternate I to the clause at FAR 52.225-3 is:	—Israeli Trade Act Certificate, Alternate I. If
following paragraph (g)(1)(ii) for paragraph	,
(g)(1)(ii) The offeror certifies that the follow	
defined in the clause of this solicitation entit	
Agreements—Israeli Trade Act":	ied Bay Milerican Tree Trade
Canadian End Products:	
Line Item No.:	
[List as necessary]	
(3) Buy American—Free Trade Agreements-	–Israeli Trade Act Certificate, Alternate
II. If Alternate II to the clause at FAR 52.225	
the following paragraph (g)(1)(ii) for paragraph	aph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the follow	
Israeli end products as defined in the clause	of this solicitation entitled "Buy American
Free Trade AgreementsIsraeli Trade Act":	
Canadian or Israeli End Products:	
Line Item No.:	Country of Origin:
[List as necessary]	1 The second of the contract o
(4) Buy American—Free Trade Agreements—	–Israeli Trade Act Certificate. Alternate
III. If Alternate III to the clause at 52.225-3 i	•
following paragraph (g)(1)(ii) for paragraph	•
(g)(1)(ii) The offeror certifies that the follow	· · · · · · · · · · · · · · · · · · ·
country end products (other than Bahrainian,	Korean, Moroccan, Omani, Panamanian, or
Peruvian end products) or Israeli end produc	ts as defined in the clause of this solicitation
entitled "Buy American-Free Trade Agreer	nents—Israeli Trade Act":
	s (Other than Bahrainian, Korean, Moroccan,
Omani, Panamanian, or Peruvian End Produc	cts) or Israeli End Products:
Line Item No.:	Country of Origin:
	The state of the s
· ·	

[List as necessary]

- (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made

or designated country end products. Other End Products	1
Line Item No.:	Country of Origin:
[List as necessary]	
of FAR Part 25. For line items covered by the offers of U.Smade or designated country end of the Buy American statute. The Governme U.Smade or designated country end product that there are no offers for such products or to insufficient to fulfill the requirements of the (h) Certification Regarding Responsibility Management of the product of the control of the	ets unless the Contracting Officer determines that the offers for such products are solicitation. Matters (Executive Order 12689). (Applies the simplified acquisition threshold.) The
(1) Are, are not presently debarred, su	
declared ineligible for the award of contracts	
	ar period preceding this offer, been convicted
of or had a civil judgment rendered against the	
	oting to obtain, or performing a Federal, state
	violation of Federal or state antitrust statutes
relating to the submission of offers; or community bribery, falsification or destruction of record violating Federal criminal tax laws, or receive	nission of embezzlement, theft, forgery, s, making false statements, tax evasion,

- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appear rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
- (1) Listed End Product

Listed End Product:	Listed Countries of Origin:

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or (2) [] Outside the United States.
(k) Certificates regarding exemptions from the application of the Service Contract Labor
Standards. (Certification by the offeror as to its compliance with respect to the contract
also constitutes its certification as to compliance by its subcontractor if it subcontracts out
the exempt services.) [The contracting officer is to check a box to indicate if paragraph
(k)(1) or $(k)(2)$ applies.
(1) Maintenance, calibration, or repair of certain equipment as described in FAR
22.1003-4(c)(1). The offeror [] does [] does not certify that—
(i) The items of equipment to be serviced under this contract are used regularly for other
than Governmental purposes and are sold or traded by the offeror (or subcontractor in the
case of an exempt subcontract) in substantial quantities to the general public in the course
of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog
or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair
of such equipment; and
(iii) The compensation (wage and fringe benefits) plan for all service employees
performing work under the contract will be the same as that used for these employees and
equivalent employees servicing the same equipment of commercial customers.
(2) [] Certain services as described in FAR 22.1003-4(d)(1). The offeror [] does []
does not certify that—
(i) The services under the contract are offered and sold regularly to non-Governmental
customers, and are provided by the offeror (or subcontractor in the case of an exempt
subcontract) to the general public in substantial quantities in the course of normal
business operations;

- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS). (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (3) Taxpayer Identification Number (TIN).
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not
have income effectively connected with the conduct of a trade or business in the United
States and does not have an office or place of business or a fiscal paying agent in the
United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government;
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt); Government entity (Federal, State, or local);
[] Foreign government;
International organization per 26 CFR 1.6049-4;
Other .
(5) Common parent.
Offeror is not owned or controlled by a common parent:
Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror
certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations—
(1) Government agencies are not permitted to use appropriated (or otherwise made
available) funds for contracts with either an inverted domestic corporation, or a
subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies
or the requirement is waived in accordance with the procedures at 9.108-4.
(2) Representation. The offeror represents that—(i) It [] is, [] is not an inverted domestic corporation; and
(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.
(a) Prohibition on contracting with entities engaging in certain activities or transactions
relating to Iran.
(1) The offeror shall email questions concerning sensitive technology to the Department
of State at CISADA106@state gov

(2) Representation and Certification. Unless a waiver is granted or an exception applies

Immediate owner CAGE code:

as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or

controlled by, or acting on behalf or at the direction of, the government of Iran;

- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.
- (1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
- (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner legal name:
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity:
[] Yes or [] No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the
immediate owner is owned or controlled by another entity, then enter the following
information:
Highest level owner CAGE code:
Highest level owner legal name:
(Do not use a "doing business as" name)
(End of Provision)

ATTACHMENT 1 – GOVERNMENT FURNISHED PROPERTY

NONE

ATTACHMENT 2 – CONTRACTOR FURNISHED PROPERTY

The Contractor shall provide all equipment, materials, and supplies required to perform. Such items include, but are not limited to:

- Standard mobile interpreter booth which conforms to the following standards:
 - o Booth is fitted with an effective ventilation system to ensure proper air circulation.
 - O Internal dimensions of the booth meet or exceed the following, with no more than two interpreters occupying the booth at once:

• Width: 1.60 meters

Depth: 1.60 meters

Height: 2.00 meters

- Booth has a hinged door that opens outwards, providing direct access from the room or platform. The door shall operate silently and not be lockable.
 The booth must not have sliding doors or curtains.
- Each booth shall have front and side windows to ensure adequate visibility. Window panes shall not be tinted, and shall be clean and free from scratches that might impair visibility.
- O Booth provides adequate sound insulation against any sound from sources outside the booth, including outside speech, background noise, etc.
- O Booth is equipped with a working surface extending across the full width of the booth, which is horizontal and covered with shock-absorbent material to deaden noise that would otherwise be picked up by the microphones. Its strength shall be sufficient to take the weight of control consoles, documents and interpreters leaning on its surface. The undersurface shall be smooth.
- o Booth is fitted with compact, low-heat, orientable light sources which do not encumber the working surface.
- Audio system for simultaneous interpretation, including but not limited to:
 - One set of controls, headphones and microphone for each individual interpreter
 - o Individual headsets specialized for simultaneous interpretation for up to 30 participants

All equipment must be in good condition. The Contractor shall maintain sufficient spare parts, including (but not limited to) spare batteries, for all Contractor-furnished materials to ensure uninterrupted services.

ATTACHMENT 3 – SCHEDULE OF EVENTS

<u>Date</u>	Start Time	End Time	Location
Saturday, October 8, 2016	8:30 AM	3:30 PM	Qassim, Saudi Arabia
Sunday, October 9, 2016	8:30 AM	3:30 PM	Qassim, Saudi Arabia
Monday, October 10, 2016	8:30 AM	3:30 PM	Qassim, Saudi Arabia
Tuesday, October 11, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Wednesday, October 12, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Thursday, October 13, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Saturday, October 22, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Sunday, October 23, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Monday, October 24, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia
Tuesday, October 25, 2016	8:30 AM	3:30 PM	Riyadh, Saudi Arabia

A typical program day will consist of up to 6 hours of simultaneous and/or consecutive interpretation, with one hour for lunch as well as two short (15-minute) breaks. Below is a sample schedule for reference. Note that the actual schedule may deviate from the listed times.

SAMPLE SCHEDULE

8:30 AM-9:00 AM	Registration
9:00 AM-10:30 AM	Workshop begins
10:30 AM – 10:45 AM	Break
10:45 AM – 12:00 PM	Workshop continues
12:00 PM – 1:00 PM	Break
1:00 PM – 2:15 PM	Workshop continues
2:15 PM – 2:30 PM	Break
2:30 PM – 3:30 PM	Workshop continues
3:30 PM	Workshop concludes

EXHIBIT A

PREVENTING TRAFFICKING IN PERSONS

If the Contractor is required to provide room and board for any of its workers, the vendor is required to include at a minimum the following items: single size bed and bedding assigned to each individual, an adequate ratio of bathroom facilities to occupants, lounge area, common area and kitchen area with storage available for each worker. These facilities shall be cleaned and maintained to minimize the potential health risks by the Contractor. Equipment to maintain the facilities such as brooms, dustpans, vacuums, fire extinguishers shall be provided for workers' usage, if required.

Housing Plan

- 1. The Contractor will submit a Housing Plan if the Contractor intends to provide employer furnished housing for TCN s. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their plan that housing meets host country housing and safety standards and local codes or explain any variance.
- 2. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.
- 3. Contractor provided housing shall meet International Building Code or local code residential standards for multi-occupancy buildings.
- 4. Contractor provided housing shall provide security, peace and dignity, and at a minimum, meet the following measurable standards:
 - 36 to 50 square feet of living space per employee;
 - Running hot and cold water for sinks and showers;
 - Electricity adequate for occupancy to ensure lighting and safe operation of appliances;
 - Stoves and ovens with at one fully functioning burner for every eight occupants;
 - Full size refrigerator with temperature appropriate for safely storing food;
 - All appliances shall be kept fully functioning and shall be maintained according to the manufacturer's maintenance schedule;
 - Working toilets to accommodate the number of workers in the residence at a ratio of 1:8;
 - Air conditioning during the summer months; air conditioning units shall be installed according to the manufacturer's recommended space per air conditioning unit;
 - Premises shall be kept clean and sanitary; Kitchen and work spaces shall be kept clean and in good condition;
 - Premises shall be free of rodents and vermin;

- Premises shall have sufficient egress in case of fire;
- Workers shall have access to clean drinking water;
- All plumbing shall meet international building code or local building code and shall be leak free and operating correctly;
- All roofing shall meet international building code or local building code and shall be leak free.
- No exposed copper or aluminum wiring.

The Department of State Contractor will treat employees with respect and dignity by taking the following actions:

- a) Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation. Contractor shall provide a secure safe for storage of workers' passports and shall allow workers access to them at any time.
- b) Contractor shall provide employees with signed copies of their employment contracts, in English and the employee's native language that defines the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. These contracts must be provided prior to employee departure from their countries of origin. Contractors will provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, may be considered a material breach of this contract.
- c) Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at http://www.state.gov/j/tip or from the Contracting Officer.
- d) The Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).
- e) Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the

company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

- f) Contractor shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; or an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.
- g) Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to Contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.
- The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country nationals for subcontractor performance. On contracts for other than commercially available off the shelf items, Contractor will certify with the submission of their proposal and annually thereafter that the Contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause. Contracting Officer Representatives (CORs) shall evaluate Housing Plan compliance with random, at least semiannual inspections. Inspections shall be coordinated with Regional Security Officers to ensure the safety of inspection personnel. Inspections should include a common sense evaluation of living conditions taking into account local standards, contract requirements, and the Contractor's Housing Plan. CORs may consider local government inspection and certification of housing if available, but final evaluation and determination of acceptability rests with the COR.